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91 U. S. 489. And for an error in judgment the employers are not liable for punitive damages. *Louisville & N. R. Co. v. Ferrel*, 7 Ky. Law. Rep. 607. But where, with full knowledge of the approach of a passenger train, or the time of its approach, the employees of the company left a switch open, and as a result, there was a collision, causing the injury of a passenger, there was such a degree of neglect as to authorize an instruction as to punitive damages. *Louisville & N. R. Co. v. Kingman*, 35 S. W. 264 (Ky.).

CARRIERS—PASSENGERS—COMMUNICATION OF CONTAGIOUS DISEASE—PROXIMATE CAUSE.—MISSOURI, K. & T. RY. CO. V. RANEY, 99 S. W. 589 (TEX.).—*Held*, that the act of a railway ticket agent infected with smallpox in exposing himself to plaintiff, who purchased tickets from him, was the proximate cause of plaintiff's wife contracting the disease, where plaintiff contracted it and communicated it to her.

CARRIERS—REFUSAL TO HONOR TICKETS—DAMAGES—MENTAL SUFFERING.—ST. LOUIS SOUTHWESTERN RY. CO. OF TEXAS V. CRANE, 102 S. W. 739 (TEX.).—*Held*, that the defendant was not liable for the mental suffering and humiliation arising from the fact that plaintiff was compelled to borrow money from her brother with which to pay her fare, her ticket represented by defendant as good on connecting line to destination, being refused.

At Common Law mental suffering must be connected with physical injury or other element of damage to person or property. *Lynch v. Knight*, 9 H. L. C. 577; *W. U. Tel. Co. v. Rogers*, 68 Miss. 748. Federal Courts hold the same doctrine. *Chase v. W. U. Tel. Co.*, 44 Fed. Rep. 554. In *So. Relle v. W. U. Tel. Co.*, 55 Tex. 308, mental suffering was not natural consequence, yet damages were allowed, but this decision was overruled in conformity with the general rule of law that injury complained of must be proximate result of negligence or wanton act. *Stuart v. W. U. Tel. Co.*, 66 Tex. 580; *Texas & Pacific Ry. Co. v. Bigham*, 90 Tex. 223; *Hale, Damages*, 39 and 40. This rule, consistently adhered to by Texas courts, is supported in *Dawson v. Louisville N. R. Co.*, 6 Ky. Law Reports 668, and in *Hoffman v. Northern Pacific R. Co.*, 47 N. W. 312 (Minn.). It was held that although money had to be borrowed to pay fare the mental suffering occasioned thereby was too remote to afford a basis for damages.

COMMERCE—INTERSTATE COMMERCE—SUBJECTS OF STATE TAXATION—LOVERIN & BROWN CO. V. TANSIL ET AL., 102 S. W. 72 (TENN.).—*Held*, that where goods are shipped in accordance with a general order, by a foreign mercantile corporation to a salesman in another state, in barrels and boxes which are opened by the salesman, and the goods separated and arranged for delivery to purchasers, that such corporation was not engaged in interstate commerce, but as a retail merchant, where transactions were made, and so liable to privilege taxes imposed upon local merchants.

Interstate Commerce is regulated by Congress. Const. Art. I. Section 8, section 3. Goods brought into a state in original package and remaining in that condition are within the protection of the clause. *Bradford v. Stevens*, 10 Gray 379; *Lincoln v. Smith*, 27 Vt. 335; *Schollenberger v. Penn.*, 171 Pa. 1. An original package, within the meaning of the law of interstate commerce, is the package delivered by the importer to the carrier, at the initial point of shipment, in the exact condition in which it was shipped. *Guckenheimer v. Sellers*, 81 Fed. Rep. 997. In the so-called liquor cases an attempt was made to evade state laws by shipping bottles in an open box and selling the separate bottles as original packages, but the courts held that if anything was an